



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA (AMENDED TIME)

There will be a meeting of the Public Works and Utilities Committee on Wednesday, September 13, 2017 to begin at 4:00 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

May 9, 2017 – *DEFERRED*

August 14, 2017 – *DEFERRED*

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Sidewalk at Concord Street** – Approval to notify SCDOT that the City intends to accept maintenance responsibility for the 170 linear-foot long granite curb, and a 7-foot wide by 96-linear foot long concrete sidewalk with non-standard joint pattern to be constructed in conjunction with the International African American Museum construction project, within the SCDOT right-of-way at Concord Street (S-10-396). Letter and map attached.
 - a. Letter
 - b. Map
2. Abandonment of a portion of **Castle Pinckney Drive**. Plat to show abandonment of a paper right-of-way of a portion of Castle Pinkney Drive, recorded in Charleston County on plat book page AX-160.
 - a. Plat
3. **Ashley Park, Phase 5** - Acceptance and dedication a portion of Hartland Street (right-of-way varies, [360 LF]), a portion of William E. Murray Blvd (right-of-way varies, [470 LF]), and Rigsby Lane (right-of-way varies, [755 LF]). There are 50 lots.

All infrastructure with the exception of sidewalks has been completed, and the sidewalks are bonded.

- a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements
4. **The Villages at St Johns Woods, Phase V-1** - Acceptance and dedication of a portion of Halle Road (50-foot right-of-way, [736 LF]), a portion of St. Johns Woods Pkwy (right-of-way varies, [599 LF]), Bouganvillia Drive (right-of-way varies, [375 LF]), and Shrimp Catcher Way (20-foot right-of-way, [314 LF]). There are 20 lots. All infrastructure with the exception of sidewalks has been completed, and the sidewalks are bonded.
- a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **King St from Mary to Calhoun and a portion of John St** – installing removable stickers to sidewalk for 9/16/17 event encroaching in the right-of-way (Children's Museum). This encroachment is temporary. **Approved 8/10, 2017.**
2. **2549 Daniel Island Drive** – transfer from contractor – installing irrigation encroaching in the right-of-way. This encroachment is temporary. **Approved 8/22, 2017.**
3. **120 South Battery** – installing irrigation and landscaping (crepe myrtles and palm trees) encroaching in the right-of-way. This encroachment is temporary. **Approved 8/22, 2017.**
4. **465 Meeting Street** – installing 43' x 11' canopy encroaching in the right-of-way. This encroachment is temporary (Courier Square). **Approved 8/22, 2017.**
5. **1421 Eutaw Battalion Drive** – installing 4.5' wood fence encroaching into drainage easement. This encroachment is temporary. **Approved 8/22, 2017.**
6. **322 Ralston Creek Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 8/30, 2017.**
7. **409 Lesesne Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 8/30, 2017.**

8. **409 Creek Landing Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 8/30, 2017.**
9. **137 Broad Street** – installing yard drain pipe tying into curb inlet encroaching into right-of-way. This encroachment is temporary. **Approved 8/30, 2017.**
10. **1401 Ashley River Road** – installing curb and gutter, asphalt paving and striping, concrete pavement, two storm drain boxes, 66 LF of 15" RCP, and 10 LF 24" RCP encroaching into Brookwood Circle right-of-way. This encroachment is temporary. **Approved 8/30, 2017.**

G. Miscellaneous or Other New Business

1. Update on Church Creek Flood Reduction Study – for information only.

Councilmember Rodney Williams
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

Date

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT - District Six
6355 Fain Blvd
North Charleston, SC, 29406

RE: Maintenance of Non-Standard Construction Materials within Concord Street (S-10-396).

Dear Mr. Richards:

The City of Charleston, through its Technical Review Committee, and in keeping with the non-standard construction materials that have historically been used in the streets adjacent to the site, requires the installation of 170 linear-foot long granite curb, and a 7-foot wide by 96-linear foot long concrete sidewalk with non-standard joint pattern to be constructed in conjunction with the International African American Museum construction project, within the SCDOT right-of-way at Concord Street (S-10-396).

The City Council of Charleston, at its meeting held [date of meeting], in order to maintain the historic character of the streetscape in Charleston, agreed to accept maintenance responsibility for the non-standard curbing material within the State maintained right-of-way shown on the attached drawing. The City of Charleston agrees to maintain the granite curbing in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities*, *SC Highway Design Manual*, *SCDOT Standard Drawings*, and *AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

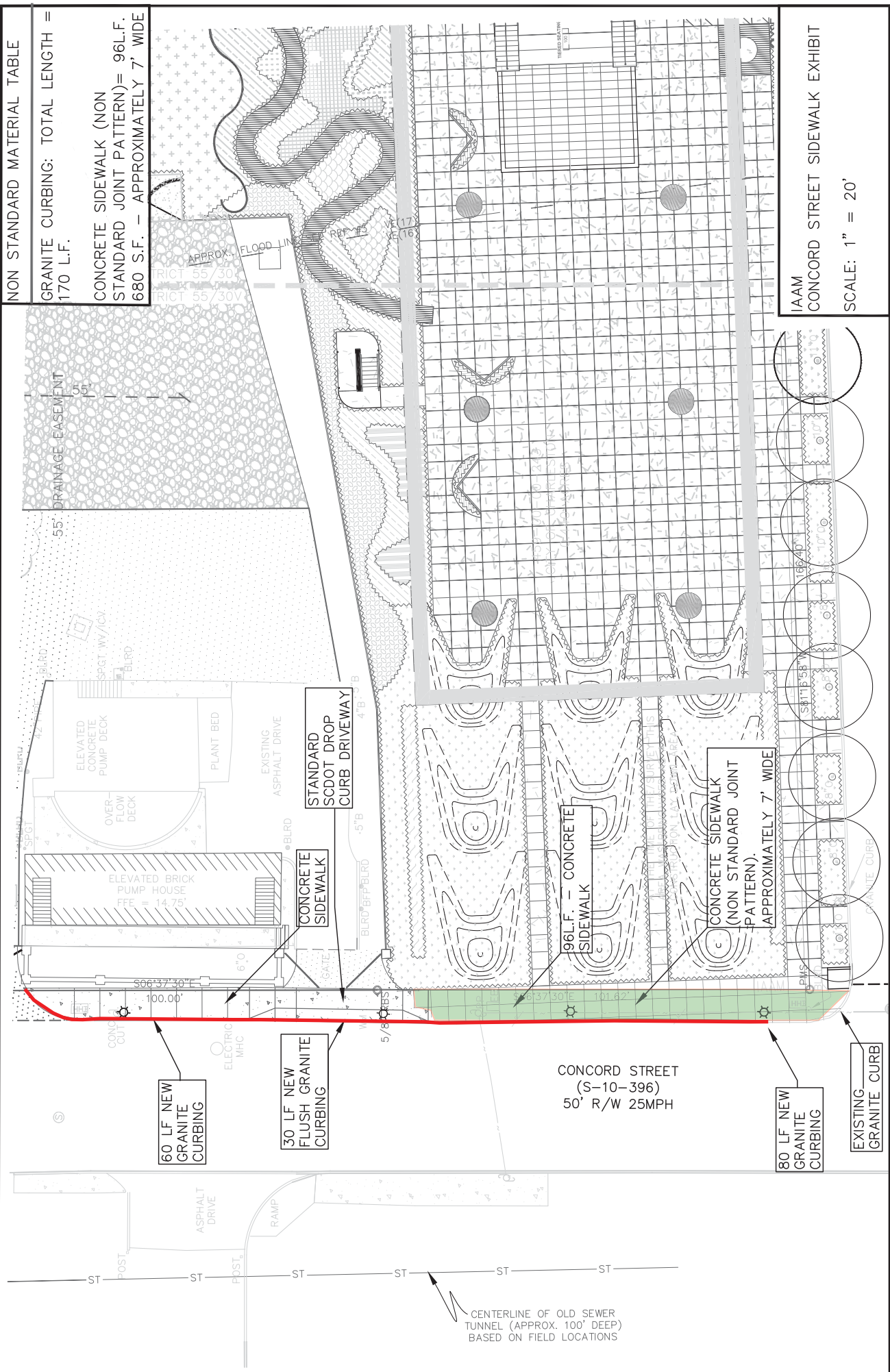
Laura S. Cabiness, P.E.

Copy to:

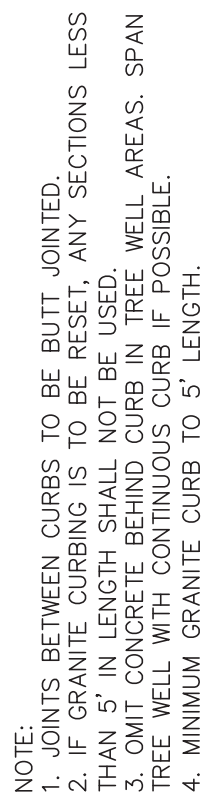
Michael R. Metzler, Deputy Director
Thomas F. O'Brien, Deputy Director
Brian Pokrant, GIS Analyst
Trey Linton

LSC/eac

NON STANDARD MATERIAL TABLE
GRANITE CURBING: TOTAL LENGTH = 170 L.F.
CONCRETE SIDEWALK (NON STANDARD JOINT PATTERN)= 96L.F.
680 S.F. – APPROXIMATELY 7' WIDE



IAAM
CONCORD STREET SIDEWALK EXHIBIT
SCALE: 1" = 20'



5.

NOT TO SCALE

C502

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that ASHLEY PARK DEVELOPMENT, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names) RIGSBY LANE, HARTLAND STREET, WILLIAM E. MURRAY BLVD.

as shown and designated on a plat entitled "Final Subdivision Plat of a Portion of Tract B-3B to Create Ashley Park Phase 5 City of Charleston Charleston County, South Carolina, prepared for Ashley Park Development, LLC",

prepared by Thomas & Hutton,
dated June 22, 2017, revised _____, and recorded on _____
in Plat Book _____ at Page _____ in the RMC Office for Charleston County.
Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Whitfield Company, a Partnership dated February 17, 2004 and recorded Feb 18, 2004 in Book L-484 at Page 837 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

306-00-00-132

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this _____ day of August 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Elizabeth B. Dasburg
Witness Number One

Elizabeth B. Dasburg
Printed Name

J. Sydney Boone, Jr.
Witness Number Two

J. Sydney Boone, Jr.
Printed Name

Grantor: Ashley Park Development, LLC

Hilton C. Smith, Jr., its Manager
Printed Name

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Hilton C. Smith, Jr., the Manager of Ashley Park Development, LLC, a SC LLC, on behalf of the Grantor on the 8 day of August, 2017.

Signature of Notary: Elizabeth B. Dasburg

Print Name of Notary: Elizabeth B. Dasburg

Notary Public for South Carolina

My Commission Expires: 3-12-18

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by ASHLEY PARK DEVELOPMENT, LLC
to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): 2-transfer to municipal government (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (B) _____ The fee is computed on the fair market value of the realty which is _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES ____ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \$0.00.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

ASHLEY PARK DEVELOPMENT, LLC

Responsible Person Connected with the Transaction

Hilton C. Smith, Jr., its Manager
Print or Type Name Here

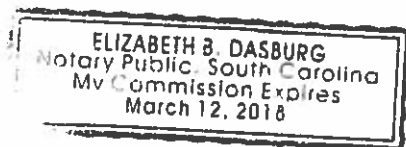
Hilton C. Smith, Jr., its Manager

Sworn this 8 day of August 2017

Elizabeth B. Dasburg
Notary Public for South Carolina

My Commission Expires: 3-12, 2018

Name of Notary: Elizabeth B. Dasburg



PLANNING USE ONLY
RECORDED
 DATE: 01/11/11
 BOOK: 1117
 PAGE: 111
 COUNTY: CHESAPEAKE
 OFFICIAL: [Signature]
 APPROVED: [Signature]
 LOCATION: ASHLEY PARK PHASE 2 22



LEGEND

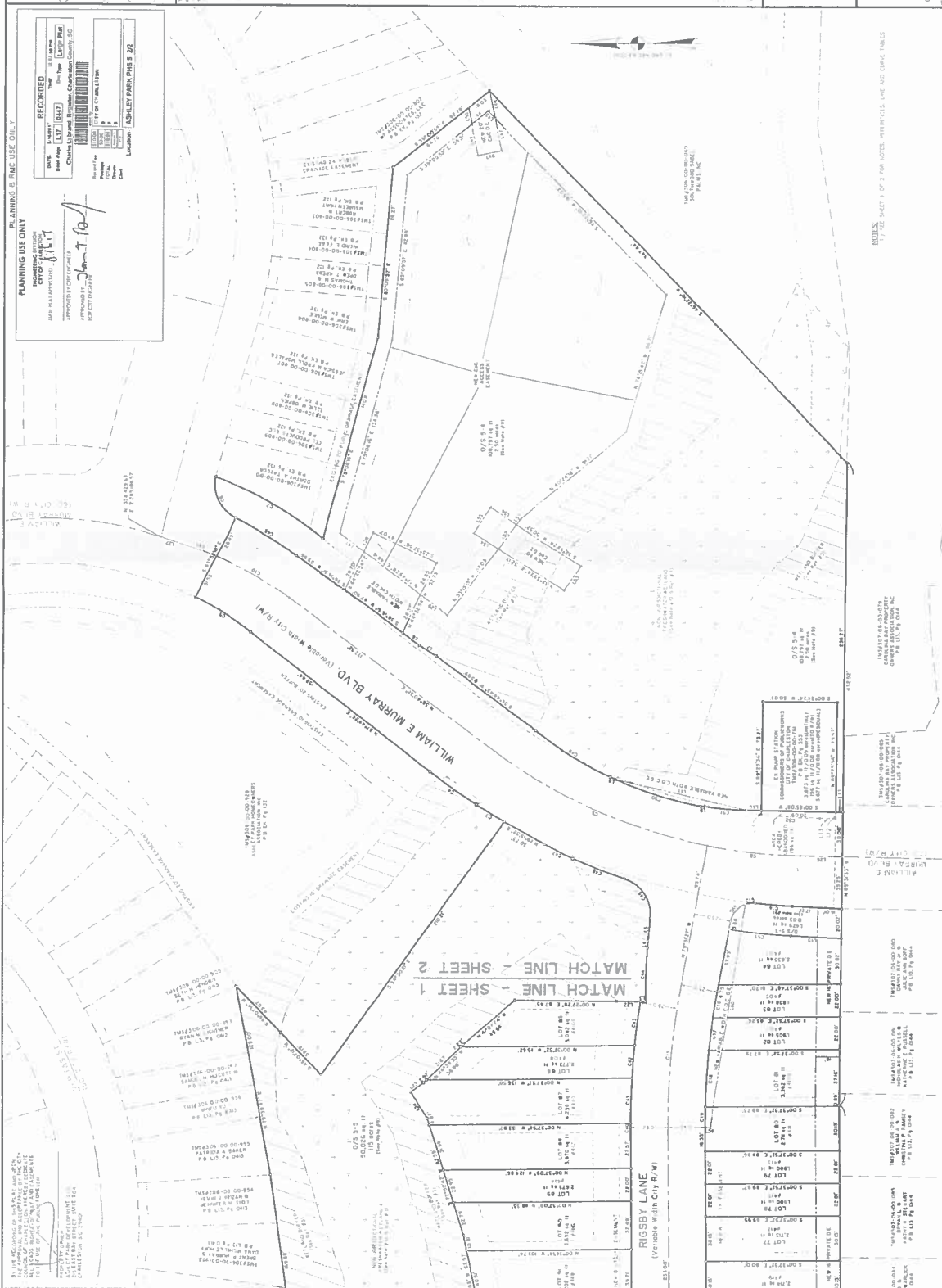
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- 98. LOT AREA
- 99. LOT AREA
- 100. LOT AREA

FINAL
SUBDIVISION PLAT OF
A PORTION OF
TRACT B-3B
TO CREATE
ASHLEY PARK
PHASE 5

CHESAPEAKE COUNTY, VIRGINIA
 ASHLEY PARK DEVELOPMENT, LLC

THOMAS & HUTTON
 ENGINEERS
 1000 J. P. ROBERTSON BLVD., SUITE 100
 MT. PLEASANT, SC 29554 • 803.849.0200
 www.thomashutton.com

DATE: 06/22/11
 SHEET: 2 OF 2



STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF CHARLESTON)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this day of August 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and ASHLEY PARK DEVELOPMENT, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Charleston County tax map number 306-00-00-132 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

"Final Subdivision Plat of a Portion of Tract B-3B to Create Ashley Park Phase 5 City of Charleston Charleston County, South Carolina, prepared for Ashley Park Development, LLC"

Prepared and executed by Thomas & Hutton dated June 22, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Elizabeth B. Dasburg
Witness #1

OWNER: Ashley Park Development, LLC

Hilton C. Smith, Jr.
Name: Hilton C. Smith, Jr., Manager

J. Smith
Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Hilton C. Smith, Jr., the Manager of Ashley Park Development LLC, a SC LLC, on behalf of the Owner on 8-8-17.

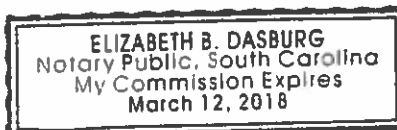
Signature: Elizabeth B. Dasburg

Print Name of Notary: Elizabeth B. Dasburg

Notary Public for South Carolina

My Commission Expires: 3-12-18

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that PEARLSTINE REAL ESTATE INVESTMENT CO., LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names)
St. Johns Woods Parkway, Shrimp Catcher Way, Halle Road, Bouganvillia Drive

as shown and designated on a plat entitled
FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 279-00-00-143 (40.363 AC) TO CREATE THE VILLAGES IN ST. JOHNS WOODS PHASE V-1 CONTAINING 20 LOTS (4.595 AC), RIGHT OF WAYS (2.152 AC), H.O.A. AREAS (10.855 AC), AND RESIDUAL TRACT (22.761 AC) PROPERTY OF PEARLSTINE REAL ESTATE INVESTMENT CO., LLC

prepared by HLA, Inc.,
dated April 17, 2017, revised _____, and recorded on _____
in Plat Book _____ at Page _____ in the RMC Office for Charleston County.
Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the The Summerton Inn, Inc. dated March 21, 1996 and recorded March 22, 1996 in Book V266 at Page 634 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

279-00-00-143

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 27th day of June, 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Shelia Pace
Printed Name

Clare Petersen
Witness Number Two

CLARE PETERSEN
Printed Name

Grantor
[Signature]

Edwin S. Pearlshtyne Jr.
Printed Name President

STATE OF South Carolina
COUNTY OF Charleston

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Edwin S. Pearlshtyne Jr., the President of Pearlshtyne Real Estate Investment Co. LLC, a limited liability Co., on behalf of the Grantor on the 27th day of June, 2017.

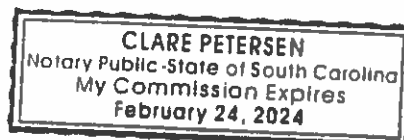
Signature of Notary: Clare Petersen

Print Name of Notary: CLARE PETERSEN

Notary Public for SOUTH CAROLINA

My Commission Expires: 2/24/2024

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by PEARLSTINE REAL ESTATE INVESTMENT CO., LLC
to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

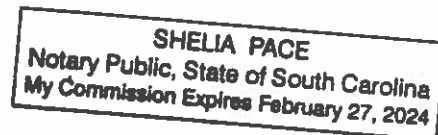
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

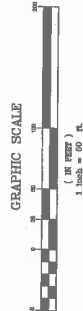
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

Edwyn S. Pearlstone Jr.
Print or Type Name Here
President

Sworn this 27th day of June 2017
SP
Notary Public for South Carolina
My Commission Expires: 2/27, 2024





FINAL PLAT SHOWING
THE SUBDIVISION OF
TMS NO. 279-00-00-143 (40.363 AC)
TO CREATE

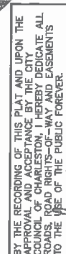
THE VILLAGES IN
ST. JOHNS WOODS PHASE V-1
CONTAINING 20 LOTS (4.595 AC),
RIGHT OF WAYS (2.152 AC),
H.O.A. AREAS (10.855 AC), AND
RESIDUAL TRACT (22.761 AC)

PEARLSTINE REAL ESTATE INVESTMENT CO., LLC

LOCATED IN
THE CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
DATE: APRIL 17, 2017 SCALE: 1" = 50'

HLA INC.
SHEET 1 OF 2
LAND PLANNING LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING SURVEYING

tel: 843.703.1166 fax: 843.763.1909 web: www.klaininc.com



OWNER/REPRESENTATIVE: John W. Smith

WILSON INVESTMENT CO., LLC

	BOUNDARY LINE & CORNER SET (5/8" REBAR)
	BOUNDARY LINE & CALCULATED POINT
	ADJACENT BOUNDARY LINE
	RIGHT OF WAY LINE
	EASEMENT LINE (AS DESCRIBED)
	EASEMENT LINE TO BE ABANDONED
	CENTERLINE
	WETLAND LINE
	WETLAND BUFFER
	WETLAND BUFFER

[1234] **NOTES** ADDRESS

[illegible][illegible][illegible]

100

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and PEARLSTINE REAL ESTATE INVESTMENT CO., LLC (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Charleston _____ County tax map number 279-00-00-143 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 279-00-00-143 (40.363 AC) TO CREATE THE VILLAGES IN ST. JOHNS WOODS PHASE V-1 CONTAINING 20 LOTS (4.595 AC), RIGHT OF WAYS (2.152 AC), H.O.A. AREAS (10.855 AC), AND RESIDUAL TRACT (22.761 AC) PROPERTY OF PEARLSTINE REAL ESTATE INVESTMENT CO., LLC LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by HLA, Inc. dated April 17, 2017.
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Clare Petersen

Witness #2

STATE OF South Carolina)
COUNTY OF Charleston)

OWNER:

Name: President

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Edwin S. Pearlman, the President of Pearlman Real Estate Investment LLC, a limited liability company, on behalf of the Owner on 6/27/17.

Signature: Clare Petersen

Print Name of Notary: CLARE PETERSEN

Notary Public for SOUTH CAROLINA

My Commission Expires: 2/22/2024

SEAL OF NOTARY



2 for

